

**Chaney Stables**  
**Participant's Release and Waiver of Liability**

By signing this agreement, you are giving up certain legal rights including the right to recover damages in case of injury, death, or property damage. Read this agreement carefully before signing it. Your signature indicates your understanding and /or agreement to its terms.

This is an agreement between the Undersigned (or minor in my charge) and Chaney Stables and their associate Jedidah Mathews. (Hereinafter the ("Company".)

I (hereinafter the "Undersigned") on behalf of myself, my personal representatives, heirs, next-of-kin, spouse, and assigns HERBY:

1. Acknowledge that horseback riding and the handling of equines in general is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
2. Acknowledge that numerous obvious and non-obvious inherent risks are always present in equestrian activities despite all safety precautions and that all forms of such activities do and can involve substantial risks to participants' health and safety.
3. Knowing these facts and in consideration of use of Chaney Stables' facilities, I voluntarily assume the risk and danger of injury or death inherent in horseback riding and all equine related activities. I hereby RELEASE, DISCHARGE, AND PROMISE NOT TO SUE Diane Chaney, Chaney Stables, Jedidah Mathews, any associate of ,paid or otherwise, visiting clinicians, employees, volunteers, trainers, instructors, officers, agents, sponsors and "sanctioning organizations" (hereinafter the "Releasee's"), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
4. Release the Releasee's from any claim that such Releasee's are or may be negligent in connection with my riding or any and all equine related activities, or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or supervising riding activities.
5. INDEMNIFY AND SAVE AND HOLD HARMLESS the Company and its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with any event, my use of a horse and any equipment or gear provided therewith any acts or omissions of employees or agents.
6. Agree to abide by and follow any instructions given or rules established by the Company or any of its employees, agents or volunteers with regard to, my participation in any event, use of a horse or any equipment or gear provided therewith.
7. Agree that the forgoing release and waiver of liability, assumption of risk, and

indemnity agreement is governed by the law of the State Of Oregon and is intended to be as broad and inclusive as is permitted by Oregon law. And that in the event any portion of the Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

- 8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Company or its owners, agents, employees, judges or managers for any injury or damage in breach of this contract, the Undersigned will pay all attorney’s fees and costs incurred by the Company in defending such action.

I HAVE READ THIS DOCUMENT; I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

IN WITNESS WHEREOF, the Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

**PARENT/GUARDIAN WAIVER FOR MINOR**

If the person who is to enter into this agreement (referred to as the “Undersigned” above) is under eighteen (18) years of age, his/her parent or guardian must read and sign the following:

I, acting as parent, natural, guardian or legal guardian of the Undersigned (hereinafter the “minor”) hereby affirm that I have read the Agreement, understand the Agreement and understand that the Agreement is a release of all claims for injury, death and property damage, and understand and consent to the terms on behalf of myself and on behalf of the minoe, and agree to indemnify and save and hold harmless the Releasees from any loss, liability, damage, or cost they may incur because of any defect in or lack of capacity to act on behalf of minor in executing this Agreement.

Parent/Guardian

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date